

Contract No: S707

RENEWABLE ENERGY CERTIFICATE PURCHASE AGREEMENT

THIS RENEWABLE ENERGY CERTIFICATE PURCHASE AGREEMENT ("Agreement") is entered into as of July 1, 2013 ("Effective Date"), by and between Sterling Planet, Inc., a Georgia corporation with offices at 3500 Parkway Lane, Suite 500, Norcross, Georgia 30092 ("Sterling Planet" or "Buyer"), and the Party identified below (the "Seller") collectively referred to herein as the "Parties," and individually referred to herein as a "Party".

Name:	Western Farmers Electric Cooperative
Address:	701 NE 7 th Anadarko, OK 73005

RECITALS

1. Seller has the marketing rights to the environmental attributes to certain renewable energy facilities, the details of which are set forth in Table 1 to this Agreement (the "Projects").
2. The Projects also represent and create certain characteristics that arise from the generation of electricity using a renewable energy source, referred to herein as "Renewable Energy Certificates," which includes all such attributes from electric generation or other processes.
3. Sterling Planet is in the business of marketing Renewable Energy Certificates from producers and reselling them to retail and wholesale customers.
4. Seller wishes to sell Renewable Energy Certificates created by the Project ("Project Renewable Energy Certificates") and Sterling Planet wishes to buy such Renewable Energy Certificates from Seller.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the Parties set forth below, Sterling Planet and Seller agree as follows:

AGREEMENT

1. **Renewable Energy Certificate Contract Price.** Sterling Planet has determined the Unit Contract Price for Renewable Energy Certificates produced by the Project during the periods shall be as defined in Table 1. Sterling Planet will pay Seller the Unit Contract Price for all Renewable Energy Certificates purchased from the Project.
2. **Contract Quantity.** Sterling Planet has determined the Contract Quantity for Renewable Energy Certificates produced by the Project as defined in Table 1. For the term of this Agreement, Sterling Planet shall buy and Seller shall deliver the Renewable Energy Certificates created by the Project as defined in Table 1.

3. **Payment and Delivery Schedule.** Sterling Planet has agreed to pay for the Renewable Energy Certificates purchased under this Agreement in accordance with the Payment Schedule defined in Table 1. Seller has agreed to provide Sterling Planet with a wholesale attestation and related generator attestation ("Attestations") substantially in the same form as Exhibit 1 in accordance with the Delivery Schedule defined in Table 1. Seller is responsible for providing Sterling Planet with an invoice prior to payment due date.

4. **Publicity and Disclosure.** The Parties agree that the company names, logos, etc. shall be used with the express written consent of the parties. Press releases will not be released without the review and approval of each Party. Other uses of company names, logos, etc are not authorized.

5. **Confidential Information.** It may be necessary for each Party to provide the other Party information necessary to permit performance of their respective obligations hereunder. The Parties agree that all information including cost estimates, financial and other information provided by the other Party, which is clearly marked as being confidential information, will be held in strict confidence, and upon the expiration or earlier termination of this Agreement, the Parties and their respective officers, employees, agents, advisors and representatives, will continue to hold such information in confidence and will promptly return to the other all documents provided by the other Party. The Parties obligation to treat such information confidential shall terminate at the expiration of three (3) years from the termination of this Agreement. Nothing in this Agreement shall limit either Party's use or disclosure of information which:

A) Is now generally known or available on an unrestricted basis to the public or becomes so known or available on an unrestricted basis through no fault of the receiving Party, or

B) Is already in the receiving Party's possession without restriction as to its use or disclosure prior to its receipt from the disclosing Party, or

C) Is acquired by the receiving Party on an unrestricted basis from any third Party, provided that the receiving Party does not know or have reason to know, or is not informed subsequent to disclosure by such third Party and prior to disclosure by the disclosing Party, that such information was acquired under an obligation of confidentiality, or

D) Information that was developed by or for the receiving Party independently of and without reference to the information of the disclosing Party.

6. **Administration of Agreement.** Each Party hereby designates its employees identified below as its contract administrator for this Agreement. The contract administrator(s) shall be responsible for representing their respective employers in all matters relative to the administration of this Agreement. Each Party may change its designated administrator(s) by giving not less than ten (10) days prior written notice of its new contract administrator to the other Party.

Sterling Planet Administrator:

Valerie Christopher

Telephone No.: (678) 218-4010

Seller Contract Administrator:

Brian Hobbs

Telephone No.: (405) 247-4389

7. **Notices.** All notices or submittals required by this Agreement will be in writing and shall be delivered either by hand delivery, overnight courier delivery, electronic mail (email) or facsimile transmission. If such communication is delivered by email or facsimile transmission, the Party receiving such communication will confirm receipt of that communication in writing by means of return email or facsimile. All notices shall be delivered or sent to the other Party at the address shown below or to any other address as the Party may designate by ten (10) days prior written notice given in accordance with this paragraph.

If to Sterling Planet:

Sterling Planet, Inc.

3500 Parkway Lane

Suite 500

Norcross, Georgia 30092

Attention: Valerie Christopher

Telephone No: (678) 218-4010

Fax No: (678) 325-3174

Email: vchristopher@sterlingplanet.com

If to Seller:

Western Farmers Electric Cooperative

701 NB 7th

Anadarko, OK 73005

Attention: Brian Hobbs

Telephone No: (405) 247-4389

Email:

b_hobbs@wfec.com

8. **Independent Contractor.** The Parties agree that they are independent contractors for the purpose and activities undertaken in accordance with or as contemplated in this Agreement, and that no Party will be considered or permitted to be an agent, servant, joint venturer or partner of any other Party. It is expressly understood and agreed that neither Party has any right or authority to directly or indirectly incur any obligation or responsibilities on behalf of the other Party or commit the other Party to any matter or understanding or make any warranties or representations with respect to the Project, without the other Party's prior written consent.

9. **Limitation of Liability.** Neither Party to this Agreement shall have any liability to any of the Parties with respect to the Project's Renewable Energy Certificates or its work in the exercise of its defined responsibilities. IT IS UNDERSTOOD AND AGREED THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES EACH PARTY WILL PROVIDE PURSUANT TO THIS AGREEMENT. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF REVENUES OR LOSS OF PROFITS.

10. **Non-Circumvention.** During the term of this Agreement and for (2) two years afterwards, Seller will not circumvent the relationship with Sterling Planet's customers, subcontractors, and marketing partners with respect to any prospect or business opportunity delivered by the other Party.

11. **Renewable Energy Certificates, Credits, and Energy & Environmental Attributes.** Title to and ownership of RECs purchased under this Agreement shall pass from Seller to Sterling Planet on the Delivery Date specified in Table 1, which shall be evidenced by the delivery of an Attestation substantially in the form attached hereto as Exhibit 1.

12. **Governing Law.** This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Oklahoma, U.S.A.

13. **Assignment Prohibited.** Neither Party shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, either Party may, without the consent of the other Party: (i) without relieving itself from liability hereunder, transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or

higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party. Any assignment in violation of this provision shall be deemed to be null and void.

14. Duplicate Originals. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or email. Any facsimile or email signatures shall have the same legal effect as manual signatures.

15. Further Assurances. The Parties agree to perform all such acts and agree to execute and deliver promptly any and all other and further instruments documents and information, which a Party may reasonably request and as may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

16. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter of this Agreement which are not expressed herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the day and year first above set forth.

STERLING PLANET, INC. Signed: <u><i>Mark Jones</i></u> Name: <u><i>Mark Jones</i></u> Title: <u><i>President and Chief Executive Officer</i></u>	SELLER Signed: <u><i>Gary Ray Roulet</i></u> Name: <u><i>Gary R. Roulet</i></u> Title: <u><i>Chief Executive Officer</i></u>
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TABLE 1

Below are the Project(s) and their location(s) that are supplying Renewable Energy Certificates under this Agreement.

PROJECT(S)

Plant Name: Rocky Ridge

Plant Type: Wind

Classification Type: Green-e Certifiable

First Date of Operation: 06/01/2012

Nameplate Capacity: MW

Location: 13237 N 2240 Rd. Hobart, OK 73651

RENEWABLE ENERGY CERTIFICATE CONTRACT QUANTITY

Generation Term / Contract Quantity (MWh)

1) January 1, 2013 – March 31, 2013 / MWh

UNIT CONTRACT PRICE

Unit Contract Price below corresponds numerically to Renewable Energy Certificate Contract Quantity above:

1) per MWh

Total contract value:

PAYMENT SCHEDULE

\$: due to Seller on or before August 5, 2013.

DELIVERY SCHEDULE

Seller will provide Attestation(s) to Sterling Planet for the Contract Quantity of RECs referenced in this Table 1 within five (5) business days following receipt of payment.

EXHIBIT 1 – WHOLESALE AND GENERATOR ATTESTATIONS